

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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Board of Supervisors

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June 16, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE AN AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN
AND FAMILY SERVICES AND THE COMMUNITY DEVELOPMENT
COMMISSION TO PROVIDE HOUSING FOR EMANCIPATED FOSTER YOUTH
THROUGH THE LOS ANGELES HOMELESS SERVICES AUTHORITY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

Approve the attached Memorandum of Understanding (MOU) and authorize the Department of Children and Family Services (DCFS) to execute the MOU with the Community Development Commission of the County of Los Angeles (the Commission) to provide, through an agreement between the Commission and the Los Angeles Homeless Services Authority (LAHSA), housing for emancipated foster youth (Attachment 1) for the period July 1, 2005 through June 30, 2006 with two one-year extension options. The annual cost of the MOU is \$2,262,386 and is financed using Independent Living Program (ILP) funding at no net County cost (NCC). Sufficient funding is included in the FY 2005-06 Proposed County Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to ensure continued availability of housing services for transition age youth who have emancipated from the foster care system. The current MOU for these services expires June 30, 2005.

The Community Development Commission filed a separate Board letter for the same agenda date as this Board letter to obtain your Board's approval (as CDC's Board of Commissioners) of the MOU and their agreement with LAHSA. The two one-year

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subject to availability of funding. Should additional funding be available, the Director of DCFS may increase the maximum MOU annual amount.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5 (Children and Families' Well-Being). The recommended actions will improve the economic well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The maximum annual cost for this MOU is \$2,262,386. The cost is financed using ILP funding with no NCC. Sufficient funding is included in the FY 2005-06 Proposed County Budget. The annual cost for this agreement includes \$287,000 for administrative services (\$123,000 Commission; \$164,000 LAHSA) and \$1,975,386 for LAHSA to fund ILP housing programs for emancipated foster youth.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds to serve foster youth and former foster youth up to the age of 21 in order to help prepare youth for independent living. Up to 30 percent of the annual ILP allocation may be used for housing related costs to assist former foster youth to live independently.

In 2002, the Los Angeles County Board of Supervisors approved the MOU between the Commission and DCFS to oversee the ILP housing allocation until June 30, 2005.

The County's Emancipation Program Partnership, which includes representatives from multiple County social service departments, Commission, and private partners, is under the direction of the Chief Administrative Office. The Partnership determined that the critical housing need for emancipating youth may be better served by joining forces with the Commission and LAHSA, the County's housing experts. While DCFS has substantial expertise in transitional housing for foster youth, the Commission and LAHSA have broad expertise in transitional housing issues as well as expertise in conducting the RFP processes and managing contracts with community-based organizations that support housing needs. For these reasons, these agencies have chosen to join forces to meet these housing needs.

The Commission, as the County's housing agency, will enter into an Interagency Agreement with LAHSA. The Commission will provide administrative and fiscal oversight to LAHSA for the ILP Housing components through FY 2005-2006, with two

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one-year options for renewal, based on available funding and successful performance and mutual agreement of the parties. The Commission has worked with LAHSA to develop and implement a work plan for the specific ILP funds with programmatic direction from the Emancipation Program Partnership.

Through the Interagency Agreement, LAHSA will continue to fund programs for Emergency and Transitional Housing to benefit emancipating youth.

The MOU includes a provision for termination of the MOU by either party provided a 30 day written notice is provided.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Homeless youth emancipated from the foster care system is a national concern. When surveyed, by the California Youth Connection (CYC), a legislative advocacy organization of foster and former foster youth, housing was identified as their number one priority. Approval of the recommended actions will ensure that additional housing resources are available to emancipated youth.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

- Department of Children and Family Services
 Attention: Walter Chan, Contract Manager
 425 Shatto Place, Ste. 400
 Los Angeles, CA 90020
- Department of Children and Family Services
 Attention: Rhelda Shabazz, Division Chief
 Emancipation Services Division
 3530 Wilshire Blvd., Ste. 400
 Los Angeles, CA 90010
- Office of the County Counsel
 Attention: Tom Fagan, Deputy County Counsel
 210 Centre Plaza Drive, Ste. †
 Monterey Park, CA 91754

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Respectfully submitted,

DAVID SANDERS, Ph.D.

Director

DS:LP:RS:cmw

Attachments (1)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

Executive Director, Community Development Commission

Chief Probation Officer

MEMORANDUM OF UNDERSTANDING BETWEEN

LOS ANGELES COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES TO PROVIDE INDEPENDENT LIVING PROGRAM HOUSING PROGRAMS

This Memorandum of Understanding (MOU) or "Agreement" is entered into between the County of Los Angeles, by and through its Department of Children and Family Services (DCFS), and the Community Development Commission of the County of Los Angeles (the Commission).

I. <u>PURPOSE</u>

DCFS, as the County's Child Welfare Agency, is the recipient of and the administrator of the County's annual allocation of Independent Living Program Funds, under the Federal Foster Care Independence Act of 1999, as amended, herein call the "Act", from the State of California through the Department of Social Services (DSS); and

The Design Team was appointed by the Los Angeles County Chief Administrative Officer (CAO), now called the Los Angeles County Emancipation Partnership (Partnership), to oversee the operations of the Emancipation Services Division of DCFS, the Los Angeles County Probation Department and the Independent Living Program (ILP); and

Based on the recommendation of the Partnership, DCFS has allocated \$2,262,386 in the Fiscal Year 2005-2006 ILP budget for the administration and funding of housing program units; and

The purpose of this MOU is for the Commission to manage the implementation of the ILP Housing Programs (Program) for emancipated foster youth of Los Angeles County including Emergency Shelters that provide overnight stays in residential houses or apartments, Transitional Housing programs to assist youth in developing independent living skills and Assistance in securing and maintaining Permanent Housing. The Commission is to perform all the services set forth in the Program Description, Attachment A to this Agreement, attached hereto and incorporated herein by reference.

II. TERM OF MOU

Services are to commence as of <u>July 1, 2005 or whenever approved by the Board of Supervisors</u>, and shall be completed no later than June 30, 2006. This Agreement may be extended annually for a maximum of two (2) years by mutual consent of DCFS and the Commission, subject to the receipt of additional funds by DCFS under the Act for County Fiscal Years 2006-2007 and 2007-2008.

III. COMPENSATION FOR SERVICES

For performance of services described in the attached Program Description, DCFS shall pay the Commission an amount not to exceed two million two hundred sixty-two thousand three hundred eighty-six dollars (\$2,262,386), which payment shall constitute full and complete compensation for the Commission's services and the housing programs to be implemented under this MOU. Said compensation shall be paid by DCFS out of ILP Funds received from the Act for Fiscal Year 2005-2006, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon the allocation by the State of said funds to DCFS, and shall not be a charge against any other funds of DCFS. Said funds shall be paid in accordance with the schedule set forth in the Budget, Exhibit C, attached hereto and incorporated herein by this reference. Any money received by the Commission hereunder and not incurred for costs pursuant hereto and/or during the term of this Agreement shall be returned to DCFS upon the expiration of the County Fiscal Year in which the Commission incurred costs for the ILP.

IV. <u>DCFS RESPONSIBILITIES</u>:

- A. For year one, DCFS shall issue a County warrant to the Commission in the amount not to exceed two million two hundred sixty-two thousand, three hundred eighty-six dollars (\$2,262,386) in a lump sum as specified in the attached Budget (Exhibit C). Based on the recommendation of the Partnership Budget Committee, DCFS must approve the subsequent transfer of funds before the exercising of the additional two-year options.
- B. DCFS shall periodically monitor the project performance by the Commission on program activities as specified in the Program Description (Exhibit A), by review of project records and interviews with the Commission's staff as required by the County of Los Angeles, DSS and the Federal regulations governing projects funded under the Act. DCFS shall promptly notify the Commission of changes in any regulatory requirements specifically governing

- the administration of ILP Funds that become effective following the execution of this Agreement.
- C. DCFS may, after review and evaluation of the Program, modify the amount of funds designated for the Program (exclusive of program administration) and/or require the Commission to implement changes in the scope of services to be performed by the Commission.

V. CDC RESPONSIBILITIES

- A. The Commission shall request approval from the Board of Commissioners to accept a maximum of \$2,262,386 in ILP Funds from DCFS, effective July 1, 2005 through June 30, 2006 with two one-year options for renewal through June 30, 2008 should DCFS exercise its option to renew.
- B. Upon Board of Commissioner's approval, the Commission shall manage the ILP Funds received from DCFS by ensuring that the Funds are distributed and used in the manner and for the purposes for which they are prescribed in the Program Description (Exhibit A). Of the ILP Funds transferred from DCFS to the Commission, the Commission will be compensated based on expenditures up to \$123,000 for its actual and allowable administrative costs and oversight of this Program.
- C. The Commission shall provide an expenditure report to DCFS Finance each quarter within 25 calendar days of the close of the quarter, so DCFS can claim the expenditures for reimbursement by the State.
- D. The Commission will enter into an Agreement with the Los Angeles Homeless Services Authority (LAHSA) to transfer a maximum of \$2,139,386 in ILP Funds, to be made from time to time at the discretion of the Executive Director of the Commission, for ILP housing programs effective through June 30, 2008, with two one-year options for renewal, provided program goals and outcomes are satisfied, Exhibit B. LAHSA will be compensated a maximum of \$164,000 for its own administration and Program start-up costs. The remaining \$1,975,386 will be distributed by LAHSA to various housing providers that have successfully been awarded contracts through the request for proposal process to provide emergency shelter and transitional housing services.
- E. The Commission will oversee and monitor LAHSA's implementation and administration of the Program, including conducting a Request for Proposals (RFP) process, review of proposals, selection of grantees and management of contracts. The Commission will oversee the administration of ILP Funds to various housing providers and work with

LAHSA to ensure that all housing facilities provided under the Program are clean, safe and comfortable and develop and implement the work plan for use of the ILP Funds.

F. The Commission will follow all applicable State and Federal regulations, including, but not limited to the California Department of Social Services State Regulations, Chapters 23-600 and federal Title IV-E Procurement regulations. Further, the Commission shall ensure that LAHSA abides by all applicable State and Federal regulation, including, but not limited to those referenced above in administering and overseeing the ILP. The Commission will require LAHSA to return all unspent ILP Funds not expended by June 30, 2006, for the designated purposes. Such returned funds will be returned to DCFS within 60 days of the close of the County Fiscal Year.

VI. AMENDMENTS TO THE MOU

DCFS may modify the amount of ILP Funds designated for the Program (exclusive of program administration) and /or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement. However, any other changes to this MOU must be accomplished by written consent of both parties.

VII. TERMINATION OF MOU

Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Any unused ILP Funds (exclusive of program administration) must be returned to DCFS by the Commission within 60 days of the close of the County Fiscal Year (e.g., June 30, 2006).

LOS ANGELES COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES	COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
By:	By: Carlos Jackson, Executive Director

PROGRAM DESCRIPTION

In order to meet the housing needs of the emancipated foster youth of Los Angeles County, the Commission shall enter into an interagency Agreement with Los Angeles Homeless Services Authority (LAHSA) to procure and administer housing services under the County's Emancipation Services/Independent Living Program. Under this Agreement LAHSA shall manage contracts awarded to community-based organizations that provide the following housing needs, and conduct a Request For Proposal (RFP) process when needed.

Emergency Shelter

The Emergency Shelter programs shall provide overnight stays in residential facilities for homeless emancipated foster youth, for one night or longer, and include basic shelter and meal needs as well as supportive services to help the youth access a longer-term housing arrangement. The design of each program and services may be targeted to certain special needs (such as mental health or substance abuse issues) or may more broadly serve the target population.

Eligible program providers shalf have experience with the target population and shalf be private independent organizations, including but not limited to: non-profit corporations, community-based organizations, group home providers. All types of residential facilities may be considered, and eligible uses of Funds Include operating, service and administrative costs related to operating the beds serving the homeless emancipated foster youth.

Transitional Housing

The Transitional Housing programs shall assist emancipated foster youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangements for at least one year with supportive services available, targeting special needs of young adults, such as developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

Other Housing Services

The Emancipation Program Partnership may expand or change the ILP housing program to further meet the needs to assist emancipated foster youth with additional services such as Housing Search & Resource Assistance and/or Rental Subsidies.

PROGRAM GOALS AND OUTCOMES

Transitional Housing Program Goals

The program will provide transitional housing and services to emancipated foster youth. Programs will document the number of people who exit the program.

Residential Stability

- 30% of participants will be placed in permanent housing within 18 months of entering the program. This is transitional housing; the program will assist them with getting into permanent housing.
- 75% of those participants placed in permanent housing will remain in housing for 4
 months after they exit the program.
- 85% of the participants will remain in the program for six months
- 75% of client will remain in the program for one year

b. Increased Skills or Income

- 75% of participants will obtain increased income from employment or mainstream health and human services for special needs participants (government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the time they exit the program.
- 40% of participants will complete life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning and show an increase in abilities by the time they exit the program (Success in meeting this objective will be measured by on—going observation and documentation regarding participant skills as well as class certificates of completion will be tracked in client case files)
- 40% of participant able to work will obtain full-time employment (part-time if also in school) by the time they exit the program.
- 40 % of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

- 60% of participants will successfully complete the program. (Success is measured by
 achieving 75% of goals laid out in their case plan by the time they exit the program or by
 maintaining employment and moving into permanent housing).
- Within 6 months all participants will be assessed for SSI/SSDI and all eligible residents will have their applications approved by the end of 18 months.

Emergency Shelter Program Goals

The program will provide emergency housing and services to emancipated foster youth. Programs will document the number of people who exit the program and place clients that exit the program into transitional or permanent housing.

a. Residential Stability

- 70% of participants will be placed in transitional housing within 90 days of entering the emergency shelter program.
- 85% of those participants placed in transitional housing will remain in transitional housing for 6 months after they exit the program.

b. Increased Skills or Income

- 75% of participants will obtain increased income from employment or mainstream health
 and human services for special needs participants (government benefits such as Medicare,
 Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the
 time they exit the program.
- 60% of participants will complete at least two months of life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning and show an increase in abilities by the time they exit the program (Success in meeting this objective will be measured by on going observation and documentation regarding participant skills as well as class certificates of completion will be tracked in client case files)
- 40% of participants able to work will obtain full-time employment (part-time if also in school) by the time they exit the program.
- 40 % of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

60% of participants will successfully complete the program. (Success is measured by achieving 75% of goals outlined in their case plan by the time they exit the program, moving into transitional housing or by demonstrating self sufficiency with maintaining employment and moving into permanent housing).

Exhibit C

BUDGET

(July 1, 2005 through June 30, 2006)

ESTIMATED EXPENDITURES

TOTAL EXPENDITURES \$2,262,386

LAHSA Administrative expenditure \$164,000 CDC Administrative expenditure \$123,000 Emergency Shelter Program expenditure \$129,010 Transitional Housing Program Expenditure \$1,846,376

ESTIMATED REVENUE

Independent Living Program (ILP) Funds \$2,262,386

TOTAL REVENUE \$2,262,386